

**DATE:** October 12, 2010

**TO:** Mayor and City Council

**FROM:** City Manager

**SUBJECT:** Authorize the City Manager to Negotiate and Execute a Contract with Godbe Research, Inc., and Appropriate Funding.

### **RECOMMENDATION**

That Council adopts a Resolution authorizing the City Manager to negotiate and execute a contract with Godbe Research, Inc., in an amount not to exceed \$52,000 to complete two community surveys to refine service priorities and inform strategies for long-term financial planning.

### **BACKGROUND**

In 2007, the Council authorized the Council Budget and Finance Committee to explore the use of a consultant or consultants to provide community survey and data analysis services for the City to assist the City in understanding community service needs and perspectives. In 2007, the City engaged in a Request for Proposal process to perform a Community Needs Survey with the goal of performing a similar survey every two years to determine community satisfaction with regard to delivery of City services. Godbe Research, Inc. was selected in that process and began work early in 2008.

### **DISCUSSION**

Since it has been over two years since the first survey performed by Godbe Research, staff recommends engaging the same firm to duplicate the process used in 2008. This new portion of Godbe's work includes an initial survey geared toward assessing the level of satisfaction with the delivery of services presently provided by the City, and gathering opinions on selected issues currently facing the community. Part of the outcome will be to refine our understanding of the community's priorities and ascertain to which of those priorities, if any, the community would be willing to allocate additional financial resources.

The long-term financial needs of the City indicate that the City will be involved in financial planning and resource realignment efforts for several years to come. These two surveys will assist the City Manager in formulating recommendations to Council for refining priorities and developing long-term financial strategies.

## **FISCAL IMPACT**

The total amount of this contract will not exceed \$52,000 for completion of the two surveys and developing a recommendation/plan on which to move forward. An additional appropriation of \$30,000 from General Fund contingency reserves is necessary for this entire two-survey process. Whether the second survey is actually conducted will be determined by staff, in coordination with the Council Budget and Finance Committee, based on the information from the first survey.

## **PUBLIC CONTACT**

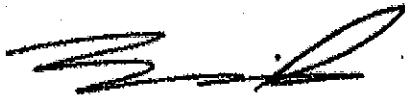
The Council Budget and Finance Committee discussed and recommended this process at the September 22, 2010 meeting.

## **SCHEDULE**

Upon approval of the contract, the Consultant will begin immediately to develop and implement the community satisfaction survey Part 1. It is expected that the first survey will be completed in October 2010.

*Prepared by:* Debra Auker, Director of Finance

Approved by:



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Fran David, City Manager

### **Attachments:**

Attachment I Resolution

Attachment II Scope of Services Professional Consulting Services between the City of Hayward and Godbe Research

HAYWARD CITY COUNCIL

RESOLUTION NO. 10-

Introduced by Council Member \_\_\_\_\_

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE  
AND EXECUTE A CONTRACT WITH GODBE RESEARCH, INC., TO  
PERFORM COMMUNITY SURVEYS AND NECESSARY BUDGET  
APPROPRIATION

BE IT RESOLVED by the City Council of the City of Hayward that the City Manager is hereby authorized and directed to negotiate and execute a contract with Godbe Research, Inc., to assist the City of Hayward in conducting community surveys in an amount not to exceed \$52,000, in a form to be approved by the City Attorney.

BE IT FURTHER RESOLVED, by the City Council of Hayward that the Council hereby amends Resolution 10-083, the FY2011 Operating Budget, to appropriate \$30,000 for community survey services in the City Manager's budget from General Fund Reserves.

IN COUNCIL, HAYWARD, CALIFORNIA \_\_\_\_\_, 2010

ADOPTED BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:  
MAYOR:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST: \_\_\_\_\_  
City Clerk of the City of Hayward

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney of the City of Hayward

September 24, 2010

Ms. Fran David  
City Manager  
City of Hayward  
777 B Street  
Hayward, CA 94541

Ms. David,

Godbe Research is pleased to be working with the City of Hayward (Hayward) to conduct the 2010 Resident Satisfaction Survey as well as a separate Bond Measure Feasibility Survey to be conducted shortly after the November 2<sup>nd</sup> Gubernatorial general election. This letter, attached terms and conditions, and project costs will serve as the agreement for services for both survey projects, or as an exhibit/attachment to Hayward's standard agreement for professional services (agreement). Should this document be used as an exhibit/attachment to Hayward's agreement, the terms and conditions in the Hayward agreement will supersede those contained in this document. Below we have provided a separate scope of work (pages 1 and 2) for each study, overall project terms (pages 3 and 4), as well as project costs (pages 5 and 6) specific to each study.

**Scope of Work – 2010 Resident Satisfaction Survey**

1. In-person meetings and conference calls as needed with Hayward to discuss the research objectives of the Resident Satisfaction Survey, questionnaire design, and other related topics.
2. Drafting, refining, and pre-testing a survey instrument of approximately 18-minutes in length, to accomplish the research objectives of the 2010 Resident Satisfaction Survey.
3. Purchase and development of a random digit dial (RDD) sample of residents in the City of Hayward, appropriate to the research objectives of the survey.
4. CATI programming the survey instrument for efficient data collection.
5. Translation of the survey instrument into Spanish.
6. Conducting approximate 18-minute interviews with 400 (n=400) total residents in the City of Hayward, with the option for residents to take the survey in English or Spanish.
7. Processing the data collected from the survey according to strict quality control standards, as well as meeting with Hayward to review the topline report of initial findings a few days after the survey has finished fielding.
8. Producing a comprehensive report of findings, with complete crosstabulations, and preparing an in-person presentation of findings for Hayward Administration and Council, similar to the 2008 Resident Satisfaction Survey process.
9. On-going post project consulting with Hayward regarding the survey results and recommendations, as needed.

Payment for 60% of project fees for the 2010 Resident Satisfaction Survey will be billed upon initiation of services, which is due 30 days after receipt of the first invoice. The remaining 40% of project fees will be billed upon commencement of data collection and will be due 30 days after receipt of the second and final invoice. Finally, we have provided the project total amount on page 4 of this document, which reflects the costs for the survey minus the \$2,500 already paid to Godbe Research by the City.

Godbe\_\_\_\_\_

Hayward\_\_\_\_\_



### **Scope of Work – Bond Measure Feasibility Survey**

1. In-person meetings and conference calls as needed with Hayward to discuss the research objectives for the Bond Measure Feasibility Survey, questionnaire design, and other related topics.
2. Drafting, refining, and pre-testing a survey instrument of approximately 15-minutes in length, to accomplish the research objectives of the 2010 Resident Satisfaction Survey.
3. Purchase and development of a listed voter sample of Hayward voters likely to vote in the elections of interest for the bond measure.
4. CATI programming the survey instrument for efficient data collection.
5. Conducting approximate 15-minute interviews with 500 (n=500) total residents in the City of Hayward, using the sampling design developed and approved for the voter study.
6. Processing the data collected from the survey of Hayward voters according to strict quality control standards, as well as meeting with Hayward to review the topline report of initial findings a few days after the survey has finished fielding.
7. Producing a comprehensive report of findings, with complete crosstabulations, and preparing an in-person presentation of findings for Hayward Administration and Council, similar to past voter surveys conducted by Godbe Research for the City of Hayward.
8. On-going post project consulting with Hayward regarding the survey results and recommendations, as needed, through the selected election cycle for the bond measure.

Payment for 60% of project fees for the Bond Measure Feasibility Survey will be billed upon initiation of services, which is due 30 days after receipt of the first invoice. The remaining 40% of project fees will be billed upon commencement of data collection and will be due 30 days after receipt of the second and final invoice..

Sincerely:

Agreed and Accepted By:

Ms. Leslie Godbe  
CEO  
Godbe Research

Ms. Fran David  
City Manager  
City of Hayward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## STANDARD BUSINESS TERMS AND CONDITIONS GODBE RESEARCH

Contracts and agreements between Godbe Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees. Unless otherwise specified, Godbe Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charge.

Hourly Rates. The firm may opt to bill its staff time at specified hourly rates for each staff member. When estimated hours are noted these are our best estimates of how long a job will take. Actual hours incurred are logged on employee time sheets and final billings to clients are based on these actual figures. Hourly charges apply to all firm staff working for the client with the exception of general clerical support. Work on specifically clerical projects is billed at normal hourly rates.

Advance Payment. In order to finance the client's work, the firm's policy is to require advance payment for telephone interviewing. Advance payment of fees or hourly charges is normally required, particularly in the case of new clients.

Subcontractors' Fees. Should the firm retain a special employee solely for the purpose of providing services to a client, a fee equal to 15 percent of the costs of such person will be charged to cover the firm's payroll costs.

Late Charges. Invoice terms are 30 days net unless otherwise specified in the agreement. A late charge of 1.5 percent per month will apply on any amounts not paid within thirty (30) days of the date of an invoice.

Indemnity. All copy will be approved by the client in advance of production. Each party shall indemnify, defend and hold harmless the other party from and against any loss, claim, action, course of action (including without limitation any defamation action), judgment, damage, cost or expense (including attorneys' fees and costs) arising out of any actions of, or materials written by, or information supplied by the other party.

Acting as Agent. In compliance with California sales tax regulation, Godbe Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' advertising and sales promotion activities.

Ownership of Materials. In producing finished products, it is expressly understood that ownership of all materials purchased by Godbe Research to complete the property to be produced passes to its clients at the time of purchase and prior to any use by Godbe Research.

Independent Contractor. The agency shall perform the services as an independent contractor and shall not be treated as an employee of the client for federal, state or local tax purposes or for any other purpose.

Entire Agreement. This agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes any prior negotiations, understanding or agreement.

Successors. Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.

Godbe \_\_\_\_\_

Hayward \_\_\_\_\_



GODBE RESEARCH  
Gain Insight

Termination. Any termination of this agreement by the client, after being signed, shall be of mutual consent. If the agreement is terminated, Godbe Research will bill the client for all work completed to date (including subcontractors' work) plus a 15% termination fee.

Attorneys' Fees. Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.

Governing Law: Venue. This Agreement shall be governed by the laws of the State of California without regard to any conflicts of law doctrine. In any action or proceeding brought to enforce this Agreement or any other claim arising out of or related to this Agreement, the exclusive venue shall be at the discretion of the party initiating litigation and shall be in San Mateo County, California.

Rev. 1/27/97

Godbe\_\_\_\_\_

Hayward\_\_\_\_\_



## PROJECT COSTS

### **Project Costs – 2010 Resident Satisfaction Survey**

The following costs are associated with conducting an 18-minute survey of 400 (n=400) total Hayward residents in English and Spanish, as part of the 2010 Resident Satisfaction Survey. The fees outlined below are firm and fixed, and will not change provided that the scope of work for the 2010 Resident Satisfaction Survey conforms to this agreement. In addition, we have adjusted the fees for the survey to reflect the \$2,500 already paid by the City of Hayward to Godbe Research for research services. Should project parameters or Hayward needs change, we will be happy to provide amended costs prior to proceeding.

#### **Resident Satisfaction Survey of 400 Respondents**

<u>Project Task</u>	<u>18-min.</u>
Random Sample	\$1,000.00
CATI Programming	\$1,290.00
Spanish Language Translation	\$850.00
English Telephone Interviewing	\$11,890.00
Spanish Interviewing Surcharge	\$1,650.00
Data Processing	\$670.00
Research Fee	\$7,250.00
Project Management	\$2,500.00
<u>Miscellaneous Expenses</u>	<u>\$150.00</u>
Project Sub-Total	\$27,250.00
 <u>Amount Already Paid to Godbe Research by Hayward</u>	 <u>\$2,500.00</u>
Project Total	\$24,750.00

### **Project Costs – Bond Measure Feasibility Survey**

The following costs are associated with conducting a 15-minute survey of 500 (n=500) total Hayward voters to evaluate a future potential bond measure in the City. The fees outlined below are firm and fixed, and will not change provided that the scope of work for the Bond Measure Feasibility Survey conforms to this agreement. Should project parameters or Hayward needs change, we will be happy to provide amended costs prior to proceeding.

Godbe\_\_\_\_\_

Hayward\_\_\_\_\_



### Bond Measure Survey of 500 Voters

<u>Project Task</u>	<u>15-min.</u>
Random Sample	\$800.00
CATI Programming	\$1,120.00
English Telephone Interviewing	\$11,600.00
Data Processing	\$550.00
Research Fee	\$7,750.00
Project Management	\$2,500.00
<u>Miscellaneous Expenses</u>	<u>\$150.00</u>
Project Total	\$24,470.00

Agreed:

Agreed and Accepted By:

Ms. Leslie Godbe  
CEO  
Godbe Research

Ms. Fran David  
City Manager  
City of Hayward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date